Peter Strojnik
STROJNIK, P.C.
Arizona Bar No 006464
Direct Dial: 602-524-6602

STROJNIK, P.C.
L A W Y E R S

Peter K. Strojnik
THE STROJNIK FIRM, LLC
Arizona Bar No 026082
California Bar No 242728
Of Counsel

May 3, 2011

BY ECF

Honorable Dickinson R. Debevoise
Judge of the District Court
Martin Luther King, Jr. Federal Building & U.S. Courthouse
50 Walnut Street,
Newark, New Jersey 07101

   Re: *Dare Investments, LLC v. Chicago Title*
     NO. 2:10-cv-06088-DRD-MAS

Dear Judge Debevoise:

We represent Dare Investments. Almost immediately after oral argument on Chicago Title's Motion to Dismiss on Monday, May 2, 2011, which included a motion to dismiss NJCFA claim, we learned that the Honorable District Court Judge Pisano issued an opinion on this very issue last Thursday, April 28, 2011, in the case of Oravsky v. Encompass Ins. Co. (D.N.J., 2011 10-3168 –JAP - April 28, 2010) which may be helpful in deciding this issue. At page 19, Judge Pisano confirms:

> It is clear that in New Jersey the reach of the CFA extends to "the sale of insurance policies as goods and services that are marketed to consumers." *Lemelledo v. Beneficial Management Corp. of America,* 150 N.J. 255, 265 (1997). Moreover, the CFA is to "be applied broadly in order to accomplish its remedial purpose, namely, to root out consumer fraud." *Id.* at 264. So while a plaintiff seeking only to recover wrongfully withheld PIP (Personal Injury Protection) benefits under a contract of insurance is limited to recovering the amount of the overdue benefits plus interest and counsel fees, *see, e.g., Pierzga v. Ohio Cas. Group of Ins. Cos.,* 208 N.J. Super. at 44-45, **the Court can discern no reason why a party who was misled, deceived or was otherwise a victim of unlawful practices during the process of entering into an insurance contract for PIP coverage should be excluded from seeking the remedies provided by the CFA**. Defendant's motion to dismiss Plaintiffs CFA claim, therefore, is denied. (Emphasis supplied)

We bring this to the attention to the Court in the interest of full disclosure.

     Very Truly Yours,

     Peter Strojnik

PJS: ps